

EXHIBIT A



[← Previous Page](#)

New Search

Cause Number: 2016CI19263
Style: KRIS HOSPITALITY LLC
vs TRI-STATE INSURANCE COMPANY OF MINNESOTA ET AL
Court: 045
Date Filed: 11/03/2016
Docket Type: INSURANCE
Case Status: PENDING

[illegible]

Page: 1

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GERARD C. RICKHOFF



DONNA KAY MCKINNEY

COUNTY CLERK & DISTRICT CLERK
COURT RECORDS SEARCH

Case #2016CI19263

Name:

Date Filed : 11/03/2016

Case Status : PENDING

Litigant Type : PLAINTIFF

Court : 045

Docket Type : INSURANCE

Business Name : KRIS HOSPITALITY LLC

Style : KRIS HOSPITALITY LLC

Style (2) : vs TRI-STATE INSURANCE COMPANY OF MINNESOTA ET AL

Case History

Currently viewing 1 through 6 of 6 records

Sequence	Date Filed	Description
S00003	11/4/2016	CITATION CERTIFIED MAIL SOUTH TEXAS CLAIMS AND APPRAISAL SERVICE INC ISSUED: 11/4/2016
S00002	11/4/2016	CITATION CERTIFIED MAIL JAMES R AMATO ISSUED: 11/4/2016
S00001	11/4/2016	CITATION CERTIFIED MAIL TRI-STATE INSURANCE COMPANY OF MINNESOTA ISSUED: 11/4/2016 RECEIVED: 11/4/2016 EXECUTED: 11/10/2016 RETURNED: 11/14/2016
P00003	11/3/2016	JURY DEMAND JURY FEE PAID
P00002	11/3/2016	SERVICE ASSIGNED TO CLERK 2
P00001	11/3/2016	PETITION WITH JURY DEMAND

CAUSE NO **2016CI19263**

KRIS HOSPITALITY LLC
D/B/A DAYS INN,
Plaintiff,

v.

TRI-STATE INSURANCE COMPANY
OF MINNESOTA, JAMES R. AMATO and
SOUTH TEXAS CLAIMS AND APPRAISAL
SERVICE, INC.
Defendant.

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IN THE DISTRICT COURT

45th JUDICIAL DISTRICT

BEXAR COUNTY, TEXAS

PLAINTIFF'S ORIGINAL PETITION

TO THE HONORABLE JUDGE OF SAID COURT:

NOW COMES Plaintiff, KRIS HOSPITALITY LLC D/B/A DAYS INN, and files this Original Petition against Defendants, TRI-STATE INSURANCE COMPANY OF MINNESOTA ("Tri-State), JAMES R. AMATO ("Amato") and SOUTH TEXAS CLAIMS AND APPRAISAL SERVICE, INC. ("South Texas Claims") for cause of action would respectfully show the Court the following:

I. DISCOVERY LEVEL

Pursuant to Rule 190 of the Texas Rules of Civil Procedure, Plaintiff intends to conduct discovery under Level 3.

II. VENUE

Venue is appropriate in Bexar County, Texas because all or part of the conduct giving rise to the causes of action were committed in Bexar County, Texas and Plaintiff and property which is the subject of this suit are located in Bexar County, Texas.

III. PARTIES

Plaintiff is a Limited Liability Company whose member is a citizen of Texas and whose principal place of business is in Bexar County, Texas.

Defendant, TRI-STATE INSURANCE COMPANY OF MINNESOTA is in the business of insurance in the State of Texas. The insurance business done by TRI-STATE INSURANCE COMPANY OF MINNESOTA in Texas includes, but is not limited to, the following:

- The making and issuing of contracts of insurance with Plaintiff;
- The taking or receiving of application for insurance, including Plaintiff's application for insurance;
- The receiving or collection of premiums, commissions, membership fees, assessments, dues or other consideration for any insurance or any part thereof, including any such consideration or payments from Plaintiff; and
- The issuance or delivery of contracts of insurance to residents of this state or a person authorized to do business in this state, including Plaintiff.

Defendant, TRI-STATE INSURANCE COMPANY OF MINNESOTA, may be cited with process by *Certified Mail, Return Receipt Requested* to the attorney for service, CT Corporation System, 1999 Bryan Street, Suite 900, Dallas, Texas 75201.

Defendant, JAMES R. AMATO is a citizen of the State of Texas, engaged in the business of insurance in the State of Texas. Defendant may be served with process at 1917 Springbranch Drive, Arlington, Texas 76006. *Plaintiff requests that citation be issued so that service may be made by private process server.*

Defendant, SOUTH TEXAS CLAIMS AND APPRAISAL SERVICE, INC., is a domestic for-profit corporation engaged in the business of insurance in the State of Texas. Defendant may be served with process by serving it registered agent, Lee T. Massey, at 4407 Walzem Road, Suite

101, San Antonio, Texas 78218. *Plaintiff requests that citation be issued so that service may be made by private process server.*

IV. NATURE OF THE CASE; RELIEF SOUGHT

This is a first-party insurance case stemming from extensive damage to Plaintiff's business from a wind/hail event on or about April 12, 2016. Plaintiff seeks damages for breach of contract and violations of the Texas Insurance Code. Plaintiff also seeks his attorney's fees, statutory penalties, costs of court and pre- and post-judgment interest. As required by Rule 47 of the Texas Rules of Civil Procedure, Plaintiff seeks monetary relief over \$200,000.00 but not more than \$1,000,000.00, including damages of any kind, penalties, costs, expenses, pre-judgment interest, and attorney fees.

V. BACKGROUND FACTS

Plaintiff owns a hotel located at 542 NE Loop 410, San Antonio, Texas 78216 (the "Property").

The Property is covered by a policy of insurance which Defendant Tri-State Insurance Company of Minnesota sold to Plaintiff (the "Policy"). The Policy is a Commercial Property Policy No. ADV 4713866-10 issued by Tri-State Insurance Company of Minnesota, for the policy period of March 24, 2016 to March 24, 2017. The Policy covered Plaintiff's property against loss by hail, wind and water damage, among other perils.

As the consequence of a storm on or about April 12, 2016, Plaintiff's property sustained extensive hail and water related damage to the exterior and interior.

Plaintiff has performed all conditions precedent to its recovery under the Policy.

Plaintiff gave timely notice to the carrier.

Tri-State assigned the claim to its adjuster, Jim Amato to investigate and report on the loss.

Plaintiff has suffered property damage which has not been paid, even though the amounts are well-established and have been provided to Tri-State and Amato.

Tri-State has failed to make an attempt to settle Plaintiff's claim in a fair manner, although its liability to Plaintiff under the Policy is without dispute. This conduct is in violation of Tex. Ins. Code Sec. 541.060(a)(2)(A).

Tri-State has failed to explain the reasons for an offer of inadequate compensation. Tri-State has failed to offer Plaintiff adequate compensation without any explanation why full payment was not being made. Tri-State did not communicate that any future settlements or payments would be forthcoming to pay the entire losses covered under the Policy. This conduct violates Tex. Ins. Code Sec. 541.060(a)(3).

Tri-State refused to fully compensate Plaintiff under the terms of the Policy even though Tri-State failed to conduct a reasonable investigation. Tri-State performed a result-oriented investigation of Plaintiff's claim which resulted in an unfair, biased and inequitable evaluation of Plaintiff's losses. This conduct is in violation of Tex. Ins. Code Sec. 541.060(a)(7).

Tri-State failed to meet its obligations under the Texas Insurance Code regarding timely acknowledging Plaintiff's claim, beginning the investigation of Plaintiff's claim, requesting all information reasonably necessary to investigate Plaintiff's claim and fully paying Plaintiff's claim within the time period mandated by statute. This conduct is in violation of Tex. Ins. Code Sec. 542.055.

Tri-State failed to accept or deny Plaintiff's full and entire claim within the time period mandated by statute. This conduct is a violation of Tex. Ins. Code Sec. 542.056.

Tri-State failed to meet its obligation under the Texas Insurance Code regarding payment of the claim without delay. This conduct is in violation of Tex. Ins. Code Sec. 542.058.

Tri-State breached the policy of insurance by failing to pay for the covered damages to the properties. In addition, Plaintiff seeks extra-contractual damages from Tri-State for their handling of the claim. Plaintiff provided Tri-State with more than adequate information to determine coverage.

VI. CLAIMS AGAINST TRI-STATE INSURANCE COMPANY

Plaintiff asserts claims for declaratory judgment, breach of contract, violations of the Texas Insurance Code and bad faith relating to the loss to the Property. Plaintiff owns and/or is an insured on the Property.

Declaratory Judgment. Plaintiff re-alleges the foregoing paragraphs. Pursuant to Texas Civil Practices and Remedies Code, Chapter 37. Plaintiff seeks a declaration that the Policy provides coverage for the cost to repair the damaged property, less only a deductible, among other things. In the alternative, Plaintiff asserts that the Policy is ambiguous and must be interpreted in favor of coverage and against the Defendant.

Breach of Contract. Plaintiff re-alleges the foregoing paragraphs. The acts and omissions of Tri-State and its agents constitute a breach of Tri-State's contract with Plaintiff. Plaintiff has satisfied all conditions precedent to the fulfillment of their contractual demands. The damage to Plaintiff's property caused by the storm is covered under the policy issued by Tri-State and Tri-State has failed to pay for all covered damage. Accordingly, additionally or in the alternative, Plaintiff brings an action for breach of contract against Tri-State pursuant to Texas statutory and common law, including Chapter 38 of the Texas Civil Practice and Remedies Code, and seeks all of its damages for such breach, including actual damages, consequential damages, attorneys' fees, prejudgment interest, other litigation expenses and costs of court.

Violations of the Texas Insurance Code. Plaintiff re-alleges the foregoing paragraphs.

At all pertinent times, Tri-State was engaged in the business of insurance as defined by the Texas Insurance Code. The acts and omissions of Tri-State and its agents constitute one or more violations of the Texas Insurance Code. Specifically, Tri-State failed to conduct a reasonable investigation and timely and fully pay Plaintiff for the damage to its property. Instead of evaluating the damage objectively, Tri-State, through its agents, looked for ways to underpay Plaintiff's claim. Tri-State's conduct described herein violates the following provisions of the Texas Insurance Code:

1. Insurance Code chapter 542, the Prompt Payment Act.
2. Insurance Code § 542.003(b)(5) and 28 TAC § 21.203.
3. Insurance Code chapter 541, section 541.060 by, among other things:
 - failing to attempt in good faith to effectuate a prompt, fair, and equitable settlement of a claim with respect to which their liability has become reasonably clear;
 - failing to attempt in good faith to effectuate a prompt, fair, and equitable settlement of a claim under one portion of a policy with respect to which liability has become reasonably clear in order to influence Plaintiff to settle its claim with respect to another portion of the policy;
 - failing to promptly provide a reasonable explanation of the basis in law or fact for the denial of Plaintiff's claims;
 - refusing to affirm or deny coverage within a reasonable time; and/or
 - refusing to pay Plaintiff's claim without conducting a reasonable investigation.

Where statements were made by the Tri-State, Plaintiff reasonably relied upon them. As a result of the foregoing conduct, which was and is the producing cause(s) of injury and damage to Plaintiff, Plaintiff has suffered damages including, without limitation, actual damages, economic damages, and consequential damages. Moreover, one or more of the foregoing acts or omissions

were “knowingly” made, entitling Plaintiff to seek treble damages pursuant to the Insurance Code. Tri-State has also violated the Prompt Payment Act, and Plaintiff seeks 18% damages as a penalty, plus reasonable and necessary attorney’s fees incurred as a result of these violations.

Violations of the Texas Deceptive Trade Practices Act. Plaintiff re-alleges the foregoing paragraphs. At all times pertinent, Plaintiff was a “consumer” as defined in Section 17.45(4) of the Texas Business and Commerce Code, the Texas Deceptive Trade Practice Act (“DTPA”).

The Defendant and its agents violated provisions of the DTPA, including the following:

- violations of Texas Insurance Code as set forth above;
- representing that the Policy had benefits which it did not have;
- representing that the Policy conferred or involved rights and remedies that it did not have;
- promulgating and selling a Policy which is essentially worthless, provides little or no coverage, and is illusory;
- misrepresenting the terms of an agreement;
- representing that the Policy had characteristics, standards, or coverage which it did not have;
- failing to disclose information that was known at the time of the purchase of the Policy because it was intended to induce Plaintiff into purchasing the Policy; and/or
- engaging in an unconscionable act or course of action.

The deceptive acts and practices as alleged herein were committed in connection with Plaintiff’s purchase of and claim under the Policy. Plaintiff relied on the false, misleading and deceptive acts and practices as above alleged to its detriment, and the conduct described above was the producing cause of injury and damage to Plaintiff. As a result of the foregoing conduct, Plaintiff has suffered damages including, without limitation, actual damages, economic damages, and consequential damages.

One or more of the foregoing acts or omissions were “knowingly” made. Accordingly, Plaintiff will seek treble damages pursuant to DTPA Section 17.50(b)(1).

Common Law Bad Faith. Plaintiff re-alleges the foregoing paragraphs. Tri-State has refused to pay or delayed in paying a claim after liability has become reasonably clear. Tri-State has refused to pay, delayed in paying or offered grossly inadequate and unconscionable sums to settle the claims submitted by Plaintiff. This constitutes a breach of its common law duty of good faith and fair dealing’ *i.e.*, it is acting in “bad faith.”

Moreover, Tri-State has “investigated” and “adjusted” Plaintiff’s claim in a malicious, intentional, fraudulent and/or grossly negligent fashion, and Plaintiff is entitled to extra-contractual damages, including exemplary damages. Plaintiff has sustained serious damage to its property as a result of Tri-State’s refusal to honor the Policy. Tri-State is well aware that its actions involve an extreme risk that Plaintiff will suffer financial damage as a result of its refusal to honor its obligations, yet it is consciously indifferent to Plaintiff’s rights. Plaintiff is entitled to recover its actual damages, consequential damages, punitive damages, and pre-and post-judgment interest.

VII. CLAIMS AGAINST AMATO

Violations of the Texas Insurance Code. Plaintiff re-alleges the foregoing paragraphs. At all pertinent times, Amato was engaged in the business of insurance as defined by the Texas Insurance Code. The acts and omissions of Amato constitute one or more violations of the Texas Insurance Code. Specifically, Amato failed to conduct a reasonable investigation. Instead of evaluating the damage objectively, Amato looked for ways to underpay Plaintiff’s claim and conducted a pre-textual investigation into whether the roof damage in question amounted to more than mere “cosmetic” damage. At all times during the course of Amato’s investigation it was reasonably clear that the damage to Plaintiff’s roof was caused by the hail storm at issue in this suit. In addition, it was reasonably clear that the damage was more than superficial and would

prevent the roof from continuing to function as a barrier to entrance of the elements to the same extent as it did before the damage occurred. On or about May 5, 2016, Amato instructed Mark Massey, adjuster for South Texas Appraisal, and agent of Tri-State, to inspect, adjust and report on the loss. Massey concluded, and Amato adopted, the opinion that the damage to Plaintiff's roof was cosmetic. This representation was false at the time it was made and continues to be false today.

Amato's conduct described herein violates the following provisions of the Texas Insurance Code:

- Insurance Code chapter 541, section 541.060 by, among other things:
- failing to attempt in good faith to effectuate a prompt, fair, and equitable settlement of a claim with respect to which their liability has become reasonably clear;
- failing to promptly provide a reasonable explanation of the basis in law or fact for the denial of Plaintiff's claims;
- refusing to affirm or deny coverage within a reasonable time; and/or
- refusing to pay Plaintiff's claim without conducting a reasonable investigation.

Where statements were made by the Amato, Plaintiff reasonably relied upon them. As a result of the foregoing conduct, which was and is the producing cause(s) of injury and damage to Plaintiff, Plaintiff has suffered damages including, without limitation, actual damages, economic damages, and consequential damages. Moreover, one or more of the foregoing acts or omissions were "knowingly" made, entitling Plaintiff to seek treble damages pursuant to the Insurance Code.

Violations of the Texas Deceptive Trade Practices Act. Plaintiff re-alleges the foregoing paragraphs. At all times pertinent, Plaintiff was a "consumer" as defined in Section 17.45(4) of the Texas Business and Commerce Code, the Texas Deceptive Trade Practice Act ("DTPA").

Amato violated provisions of the DTPA, including the following:

- violations of Texas Insurance Code as set forth above;
- misrepresenting the terms of an agreement;
- engaging in an unconscionable act or course of action.

The deceptive acts and practices as alleged herein were committed in connection with Plaintiff's claim under the Policy. Plaintiff relied on the false, misleading and deceptive acts and practices as above alleged to its detriment, and the conduct described above was the producing cause of injury and damage to Plaintiff. As a result of the foregoing conduct, Plaintiff has suffered damages including, without limitation, actual damages, economic damages, and consequential damages.

One or more of the foregoing acts or omissions were "knowingly" made. Accordingly, Plaintiff will seek treble damages pursuant to DTPA Section 17.50(b)(1).

Common Law Bad Faith. Plaintiff re-alleges the foregoing paragraphs. Amato has refused to pay or delayed in paying a claim after liability has become reasonably clear. Amato has refused to pay, delayed in paying or offered grossly inadequate and unconscionable sums to settle the claims submitted by Plaintiff. This constitutes a breach of its common law duty of good faith and fair dealing' *i.e.*, it is acting in "bad faith."

Moreover, Amato has "investigated" and "adjusted" Plaintiff's claim in a malicious, intentional, fraudulent and/or grossly negligent fashion, and Plaintiff is entitled to extra-contractual damages, including exemplary damages. Plaintiff has sustained serious damage to its property as a result of Amato's refusal to honor the Policy. Amato is well aware that his actions involve an extreme risk that Plaintiff will suffer financial damage as a result of his refusal to honor his

obligations, yet is consciously indifferent to Plaintiff's rights. Plaintiff is entitled to recover its actual damages, consequential damages, punitive damages, and pre-and post-judgment interest. that a jury be convened to try the factual issues in this action.

VIII. CLAIMS AGAINST SOUTH TEXAS CLAIMS AND APPRAISAL SERVICES

Violations of the Texas Insurance Code. Plaintiff re-alleges the foregoing paragraphs.

At all pertinent times, South Texas Claims was engaged in the business of insurance as defined by the Texas Insurance Code. The acts and omissions of South Texas Claims constitute one or more violations of the Texas Insurance Code. Specifically, South Texas Claims failed to conduct a reasonable investigation. Instead of evaluating the damage objectively, South Texas Claims, through its employee/agent, Mark Massey looked for ways to underpay Plaintiff's claim and conducted a pre-textual investigation into whether the roof damage in question amounted to more than mere "cosmetic" damage. At all times during the course of South Texas Claims' investigation it was reasonably clear that the damage to Plaintiff's roof was caused by the hail storm at issue in this suit. In addition, it was reasonably clear that the damage was more than superficial and would prevent the roof from continuing to function as a barrier to entrance of the elements to the same extent as it did before the damage occurred. On or about May 5, 2016, Amato instructed Mark Massey, adjuster for South Texas Appraisal, and agent of Tri-State, to inspect, adjust and report on the loss. Massey concluded on behalf of South Texas Claims, and Amato adopted, the opinion that the damage to Plaintiff's roof was cosmetic. This representation was false at the time it was made and continues to be false today.

Amato's conduct described herein violates the following provisions of the Texas Insurance Code:

- Insurance Code chapter 541, section 541.060 by, among other things:

- failing to attempt in good faith to effectuate a prompt, fair, and equitable settlement of a claim with respect to which their liability has become reasonably clear;
- failing to promptly provide a reasonable explanation of the basis in law or fact for the denial of Plaintiff's claims;
- refusing to affirm or deny coverage within a reasonable time; and/or
- refusing to pay Plaintiff's claim without conducting a reasonable investigation.

Where statements were made by South Texas Claims, Plaintiff reasonably relied upon them. As a result of the foregoing conduct, which was and is the producing cause(s) of injury and damage to Plaintiff, Plaintiff has suffered damages including, without limitation, actual damages, economic damages, and consequential damages. Moreover, one or more of the foregoing acts or omissions were "knowingly" made, entitling Plaintiff to seek treble damages pursuant to the Insurance Code.

Violations of the Texas Deceptive Trade Practices Act. Plaintiff re-alleges the foregoing paragraphs. At all times pertinent, Plaintiff was a "consumer" as defined in Section 17.45(4) of the Texas Business and Commerce Code, the Texas Deceptive Trade Practice Act ("DTPA").

Amato violated provisions of the DTPA, including the following:

- violations of Texas Insurance Code as set forth above;
- misrepresenting the terms of an agreement;
- engaging in an unconscionable act or course of action.

The deceptive acts and practices as alleged herein were committed in connection with Plaintiff's claim under the Policy. Plaintiff relied on the false, misleading and deceptive acts and practices as above alleged to its detriment, and the conduct described above was the producing cause of injury and damage to Plaintiff. As a result of the foregoing conduct, Plaintiff has suffered

damages including, without limitation, actual damages, economic damages, and consequential damages.

One or more of the foregoing acts or omissions were “knowingly” made. Accordingly, Plaintiff will seek treble damages pursuant to DTPA Section 17.50(b)(1).

IX. REQUEST FOR DISCLOSURE

Pursuant to the Texas Rules of Civil Procedure 194, Plaintiff requests that Defendants provide the information required in a Request for Disclosure.

X. JURY DEMAND

Plaintiff requests that a jury be convened to try the factual issues in this action.

XI. PRAYER

WHEREFORE, Plaintiff seeks the following relief:

- A. The Court’s declaration that the Policy provides coverage for the damage to the property, less only a deductible;
- B. Alternatively, a ruling that the Policy is ambiguous and must be interpreted in favor of coverage and in favor of Plaintiff;
- C. Damages against Defendant Tri-State Insurance Company for breach of contract, including actual damages, consequential damages, attorneys’ fees, pre- and post-judgment interest, other litigation expenses and costs of court;
- D. Penalty in the amount of 18% damages for violations of the Prompt Payment Act;
- E. Damages against the Defendants, jointly and severally, for Insurance Code and extra-contractual claims including actual, exemplary and/or treble damages;
- F. Attorneys’ Fees;
- G. Any other relief to which Plaintiff would be justly entitled.

Respectfully submitted,

GRAVELY & PEARSON, L.L.P.

425 Soledad, Suite 600

San Antonio, Texas 78205

Telephone: (210) 472-1111

Facsimile: (210) 472-1110

By: 

Marc E. Gravely

State Bar No. 00787582

mgravely@gplawfirm.com

Jonathan C. Lisenby

State Bar No. 24072889

jlisenby@gplawfirm.com

ATTORNEYS FOR PLAINTIFF

CIVIL CASE INFORMATION SHEET

CAUSE NUMBER (FOR CLERK USE ONLY): _____

COURT (FOR CLERK USE ONLY): _____

STYLED Kris Hospitality LLC d/b/a Days Inn v. Tri-State Insurance Company of Minnesota, James R. Amato and South Texas Claims and Appraisal Service, Inc.

(e.g., John Smith v. All American Insurance Co; In re Mary Ann Jones; In the Matter of the Estate of George Jackson)

A civil case information sheet must be completed and submitted when an original petition or application is filed to initiate a new civil, family law, probate, or mental health case or when a post-judgment petition for modification or motion for enforcement is filed in a family law case. The information should be the best available at the time of filing.

1. Contact information for person completing case information sheet: Name: <u>Marc Gravely</u> Email: <u>mgravely@gplawfirm.com</u> Address: <u>425 Soledad, Suite 600</u> Telephone: <u>210-472-1111</u> City/State/Zip: <u>San Antonio, Texas 78205</u> Fax: <u>210-472-1110</u> Signature: <u>Marc Gravely</u> State Bar No: <u>00787582</u>		Names of parties in case: Plaintiff(s)/Petitioner(s): <u>Kris Hospitality d/b/a Days Inn</u> Defendant(s)/Respondent(s): <u>Tri-State Insurance Company of Minnesota</u> <u>James R. Amato and South Texas</u> <u>Claims and Appraisal Service, Inc.</u> <small>[Attach additional page as necessary to list all parties]</small>		Person or entity completing sheet is: <input checked="" type="checkbox"/> Attorney for Plaintiff/Petitioner <input type="checkbox"/> Pro Se Plaintiff/Petitioner <input type="checkbox"/> Title IV-D Agency <input type="checkbox"/> Other: _____ Additional Parties in Child Support Case: Custodial Parent: _____ Non-Custodial Parent: _____ Presumed Father: _____	
2. Indicate case type, or identify the most important issue in the case (select only 1):					
Civil			Family Law		
Contract <input type="checkbox"/> Debt/Contract <input type="checkbox"/> Consumer/DTPA <input type="checkbox"/> Debt/Contract <input type="checkbox"/> Fraud/Misrepresentation <input type="checkbox"/> Other Debt/Contract: <input type="checkbox"/> Foreclosure <input type="checkbox"/> Home Equity—Expedited <input type="checkbox"/> Other Foreclosure <input type="checkbox"/> Franchise <input type="checkbox"/> Insurance <input type="checkbox"/> Landlord/Tenant <input type="checkbox"/> Non-Competition <input type="checkbox"/> Partnership <input type="checkbox"/> Other Contract:	Injury or Damage <input type="checkbox"/> Assault/Battery <input type="checkbox"/> Construction <input type="checkbox"/> Defamation <input type="checkbox"/> Malpractice <input type="checkbox"/> Accounting <input type="checkbox"/> Legal <input type="checkbox"/> Medical <input type="checkbox"/> Other Professional Liability: <input type="checkbox"/> Motor Vehicle Accident <input type="checkbox"/> Premises <input type="checkbox"/> Product Liability <input type="checkbox"/> Asbestos/Silica <input type="checkbox"/> Other Product Liability List Product: _____ <input type="checkbox"/> Other Injury or Damage:	Real Property <input type="checkbox"/> Eminent Domain/Condemnation <input type="checkbox"/> Partition <input type="checkbox"/> Quiet Title <input type="checkbox"/> Trespass to Try Title <input type="checkbox"/> Other Property: Related to Criminal Matters <input type="checkbox"/> Expunction <input type="checkbox"/> Judgment Nisi <input type="checkbox"/> Non-Disclosure <input type="checkbox"/> Seizure/Forfeiture <input type="checkbox"/> Writ of Habeas Corpus—Pre-indictment <input type="checkbox"/> Other:	Marriage Relationship <input type="checkbox"/> Annulment <input type="checkbox"/> Declare Marriage Void Divorce <input type="checkbox"/> With Children <input type="checkbox"/> No Children Other Family Law <input type="checkbox"/> Enforce Foreign Judgment <input type="checkbox"/> Habeas Corpus <input type="checkbox"/> Name Change <input type="checkbox"/> Protective Order <input type="checkbox"/> Removal of Disabilities of Minority <input type="checkbox"/> Other:	Post-judgment Actions (non-Title IV-D) <input type="checkbox"/> Enforcement <input type="checkbox"/> Modification—Custody <input type="checkbox"/> Modification—Other Title IV-D <input type="checkbox"/> Enforcement/Modification <input type="checkbox"/> Paternity <input type="checkbox"/> Reciprocals (UIFSA) <input type="checkbox"/> Support Order Parent-Child Relationship <input type="checkbox"/> Adoption/Adoption with Termination <input type="checkbox"/> Child Protection <input type="checkbox"/> Child Support <input type="checkbox"/> Custody or Visitation <input type="checkbox"/> Gestational Parenting <input type="checkbox"/> Grandparent Access <input type="checkbox"/> Parentage/Paternity <input type="checkbox"/> Termination of Parental Rights <input type="checkbox"/> Other Parent-Child:	
Employment <input type="checkbox"/> Discrimination <input type="checkbox"/> Retaliation <input type="checkbox"/> Termination <input type="checkbox"/> Workers' Compensation <input type="checkbox"/> Other Employment:		Other Civil <input type="checkbox"/> Administrative Appeal <input type="checkbox"/> Antitrust/Unfair Competition <input type="checkbox"/> Code Violations <input type="checkbox"/> Foreign Judgment <input type="checkbox"/> Intellectual Property <input type="checkbox"/> Lawyer Discipline <input type="checkbox"/> Perpetuate Testimony <input type="checkbox"/> Securities/Stock <input type="checkbox"/> Tortious Interference <input type="checkbox"/> Other:			
Tax <input type="checkbox"/> Tax Appraisal <input type="checkbox"/> Tax Delinquency <input type="checkbox"/> Other Tax		Probate & Mental Health Probate/Wills/Intestate Administration <input type="checkbox"/> Dependent Administration <input type="checkbox"/> Independent Administration <input type="checkbox"/> Other Estate Proceedings <input type="checkbox"/> Guardianship—Adult <input type="checkbox"/> Guardianship—Minor <input type="checkbox"/> Mental Health <input type="checkbox"/> Other:			
3. Indicate procedure or remedy, if applicable (may select more than 1):					
<input type="checkbox"/> Appeal from Municipal or Justice Court <input type="checkbox"/> Arbitration-related <input type="checkbox"/> Attachment <input type="checkbox"/> Bill of Review <input type="checkbox"/> Certiorari <input type="checkbox"/> Class Action		<input type="checkbox"/> Declaratory Judgment <input type="checkbox"/> Garnishment <input type="checkbox"/> Interpleader <input type="checkbox"/> License <input type="checkbox"/> Mandamus <input type="checkbox"/> Post-judgment		<input type="checkbox"/> Prejudgment Remedy <input type="checkbox"/> Protective Order <input type="checkbox"/> Receiver <input type="checkbox"/> Sequestration <input type="checkbox"/> Temporary Restraining Order/Injunction <input type="checkbox"/> Turnover	
4. Indicate damages sought (do not select if it is a family law case):					
<input type="checkbox"/> Less than \$100,000, including damages of any kind, penalties, costs, expenses, pre-judgment interest, and attorney fees <input type="checkbox"/> Less than \$100,000 and non-monetary relief <input type="checkbox"/> Over \$100,000 but not more than \$200,000 <input type="checkbox"/> Over \$200,000 but not more than \$1,000,000 <input type="checkbox"/> Over \$1,000,000					

CERTIFIED MAIL #70151660000043826487 Case Number: 2016-CI-19263



2016CI19263 S00001

KRIS HOSPITALITY LLC

Plaintiff

vs.

TRI-STATE INSURANCE COMPANY OF MINNESOTA

Defendant

CITATION

(Note: Attached document may contain additional litigants).

"THE STATE OF TEXAS"

DIRECTED TO: TRI-STATE INSURANCE COMPANY OF MINNESOTA

IN THE DISTRICT COURT
45th JUDICIAL DISTRICT
BEXAR COUNTY, TEXAS

BY SERVING ITS REGISTERED AGENT, CT CORPORATION SYSTEM
1999 BRYAN STREET STE 900
DALLAS TX 75201

"You have been sued. You may employ an attorney. If you or your attorney do not file a written answer with the clerk who issued this citation by 10:00 a.m. on the Monday next following the expiration of twenty days after you were served this citation and petition, a default judgment may be taken against you." Said petition was filed on the 3rd day of November, 2016.

ISSUED UNDER MY HAND AND SEAL OF SAID COURT ON THIS 4TH DAY OF NOVEMBER A.D., 2016.

PETITION

MARC E GRAVELY
ATTORNEY FOR PLAINTIFF
425 SOLEDAD ST 600
SAN ANTONIO, TX 78205



Donna Kay McKinney
Bexar County District Clerk

101 W. Nueva, Suite 217
San Antonio, Texas 78205

By: *Debra Cantu*, Deputy

mjo 11-4-16

Officer's Return

Came to hand on the 4th day of November 2016, A.D., at 9:38 o'clock A.M. and EXECUTED (NOT EXECUTED) by CERTIFIED MAIL, on the ____ day of _____, A.D., 20____, by delivering to _____ a true copy of this Citation, upon which I endorse the date of delivery, together with the accompanying copy of the PETITION

Cause of failure to execute this Citation is _____.

Donna Kay McKinney
Clerk of the District Courts of
Bexar County, Texas

By: *Debra Cantu*, Deputy

FILE COPY (DK003)

CERTIFIED MAIL #7015166000043826487 Case Number: 2016-CI-19263



2016CI19263 S00901

KRIS HOSPITALITY LLC*Plaintiff*

vs.

TRI-STATE INSURANCE COMPANY OF MINNESOTA*Defendant***CITATION**

(Note: Attached document may contain additional litigants).

"THE STATE OF TEXAS"**DIRECTED TO: TRI-STATE INSURANCE COMPANY OF MINNESOTA**IN THE DISTRICT COURT
45th JUDICIAL DISTRICT
BEXAR COUNTY, TEXASBY SERVING ITS REGISTERED AGENT, CT CORPORATION SYSTEM
1999 BRYAN STREET STE 900
DALLAS TX 75201

"You have been sued. You may employ an attorney. If you or your attorney do not file a written answer with the clerk who issued this citation by 10:00 a.m. on the Monday next following the expiration of twenty days after you were served this citation and petition, a default judgment may be taken against you." Said petition was filed on the 3rd day of November, 2016.

ISSUED UNDER MY HAND AND SEAL OF SAID COURT ON THIS 4TH DAY OF NOVEMBER A.D., 2016.

PETITION

MARC E GRAVELY
ATTORNEY FOR PLAINTIFF
425 SOLEDAD ST 600
SAN ANTONIO, TX 78205



Donna Kay McKinney
Bexar County District Clerk

101 W. Nueva, Suite 217
San Antonio, Texas 78205

By: *Debra Cantu*, Deputy

CPT 13

Officer's Return

Came to hand on the 4th day of November 2016, A.D., at 9:38 o'clock A.M. and
EXECUTED (NOT EXECUTED) by CERTIFIED MAIL, on the 10 day of NOV, A.D.,
2016, by delivering to Chris Wells a true copy of
this Citation, upon which I endorse the date of delivery, together with the
accompanying copy of the PETITION

Cause of failure to execute this Citation is _____

Donna Kay McKinney
Clerk of the District Courts of
Bexar County, Texas

By: *Debra Cantu*, Deputy

RETURN TO COURT (DK003)

7015 1660 0000 0997 5702

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☐ Adult Signature Restricted Delivery \$

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8 2016 Postmark
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TRI-STATE INSURANCE COMPANY OF MINNESOTA
C/O CT CORPORATION SYSTEM
1999 BRYAN STREET STE 900
DALLAS, TX 75201

2016C119263-11/4/2016 CITCM DEBRA CANTU

Use Reverse for Instructions

CERTIFIED MAIL #70151660000043826494 Case Number: 2016-CI-19263



2016CI19263 S00002

KRIS HOSPITALITY LLC

Plaintiff

vs.

TRI-STATE INSURANCE COMPANY OF MINNESOTA

Defendant

CITATION

(Note: Attached document may contain additional litigants).

"THE STATE OF TEXAS"

DIRECTED TO: JAMES R AMATO

IN THE DISTRICT COURT
45th JUDICIAL DISTRICT
BEXAR COUNTY, TEXAS

1917 SPRINGBRANCH DRIVE
ARLINGTON TX 76006

"You have been sued. You may employ an attorney. If you or your attorney do not file a written answer with the clerk who issued this citation by 10:00 a.m. on the Monday next following the expiration of twenty days after you were served this citation and petition, a default judgment may be taken against you." Said petition was filed on the 3rd day of November, 2016.

ISSUED UNDER MY HAND AND SEAL OF SAID COURT ON THIS 4TH DAY OF NOVEMBER A.D., 2016.

PETITION

MARC E GRAVELY
ATTORNEY FOR PLAINTIFF
425 SOLEDAD ST 600
SAN ANTONIO, TX 78205



Donna Kay M^cKinney
Bexar County District Clerk

101 W. Nueva, Suite 217
San Antonio, Texas 78205

By: *Debra Cantu*, Deputy

m10 11-4-16

Officer's Return

Came to hand on the 4th day of November 2016, A.D., at 9:41 o'clock A.M. and EXECUTED (NOT EXECUTED) by CERTIFIED MAIL, on the ____ day of _____, A.D., 20____, by delivering to _____ a true copy of this Citation, upon which I endorse the date of delivery, together with the accompanying copy of the PETITION

Cause of failure to execute this Citation is _____.

Donna Kay M^cKinney
Clerk of the District Courts of
Bexar County, Texas

By: *Debra Cantu*, Deputy

FILE COPY (DK003)

CERTIFIED MAIL #70151660000043826500 Case Number: 2016-CI-19263



2016CI19263 S000003

KRIS HOSPITALITY LLC

Plaintiff

vs.

TRI-STATE INSURANCE COMPANY OF MINNESOTA

Defendant

CITATION

(Note: Attached document may contain additional litigants).

"THE STATE OF TEXAS"

DIRECTED TO: SOUTH TEXAS CLAIMS AND APPRAISAL SERVICE INC

IN THE DISTRICT COURT
45th JUDICIAL DISTRICT
BEXAR COUNTY, TEXAS

BY SERVING ITS REGISTERED AGENT, LEE T MASSEY
4407 WALZEM ROAD STE 101
SAN ANTONIO TX 78218

"You have been sued. You may employ an attorney. If you or your attorney do not file a written answer with the clerk who issued this citation by 10:00 a.m. on the Monday next following the expiration of twenty days after you were served this citation and petition, a default judgment may be taken against you." Said petition was filed on the 3rd day of November, 2016.

ISSUED UNDER MY HAND AND SEAL OF SAID COURT ON THIS 4TH DAY OF NOVEMBER A.D., 2016.

PETITION

MARC E GRAVELY
ATTORNEY FOR PLAINTIFF
425 SOLEDAD ST 600
SAN ANTONIO, TX 78205



Donna Kay McKinney
Bexar County District Clerk

101 W. Nueva, Suite 217
San Antonio, Texas 78205

By: *Debra Cantu*, Deputy

m-0 11-4-16

Officer's Return

Came to hand on the 4th day of November 2016, A.D., at 9:42 o'clock A.M. and EXECUTED (NOT EXECUTED) by CERTIFIED MAIL, on the ____ day of _____, A.D., 20____, by delivering to _____ a true copy of this Citation, upon which I endorse the date of delivery, together with the accompanying copy of the PETITION

Cause of failure to execute this Citation is _____.

Donna Kay McKinney
Clerk of the District Courts of
Bexar County, Texas

By: *Debra Cantu*, Deputy

FILE COPY (DK003)

**** DUPLICATE ****

Bexar County
District Clerk



Donna Kay McKinney

TRANS #: 51 COL PT: WI
BATCH #: 118469 BATCH DT: 11/30/2016
RCPT DATE: 11/30/2016 OFFICE: CHDC-D3GGC

=====

Receipt:04186396 Document:0003706691
Category:1034-dcCopies
Cause #:2016CI19263
Service:COPIES

Payor: MISSION
COURIER

RDB

KRIS HOSPITALITY LLC
VS
TRI-STATE INSURANCE COMPANY OF MINNESOTA
Court:0045
Receipt Amount:\$22.00

1037 Certified Copy	\$22.00
Total:	\$22.00

=====

Tender Code:CS Tender Amount: \$30.00
Tender Code:CS Tender Amount: (\$8.00)

Total Transaction:\$22.00
Today's Date:11/30/2016 1:56
By: DC38795

THANK YOU!

**** DUPLICATE ****